

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF PENNSYLVANIA

MOTIS ENERGY, LLC	:	Electronically Filed
Plaintiff	:	
	:	Civil Action No.
v.	:	
	:	
SWN PRODUCTION COMPANY,	:	
LLC,	:	
Defendant	:	Jury Trial Demanded

**COMPLAINT**

AND NOW, comes plaintiff Motis Energy, LLC, by and through its attorneys, McCormick Law Firm, and files this complaint and in support thereof avers as follows:

**THE PARTIES**

1. Plaintiff, Motis Energy, LLC (“Motis”), is a Pennsylvania limited liability company with an address of 1500 Sycamore Road, Suite 120, Montoursville, Pennsylvania 17754.
2. Defendant, SWN Production Company, LLC (“SWN”), is a limited liability company organized under the laws of the State of Texas, with a principal place of business at 10000 Energy Drive, Spring, Texas 77389.

3. Motis is in the business of providing services to gas and oil development companies, primarily in the nature of furnishing mats and ramps, together with preparation of the site and post-site cleanup in connection with the development of oil and gas wells.

4. SWN is an organization that develops oil and gas, to include oil and gas development in north and north-central Pennsylvania.

### **JURISDICTION AND VENUE**

5. Federal Court jurisdiction is based on diversity of citizenship under 28 U.S.C. §1332(a)(1).

6. The amount due on this claim exceeds \$75,000.00.

7. The citizenship of Motis, which is a Pennsylvania organization, and SWN, which is an organization incorporated under the laws of Texas with a principal place of business in Texas, establishes diversity of citizenship.

8. The incidents giving rise to the subject cause of action occurred in the Middle District of Pennsylvania, and Motis is headquartered in the Middle District of Pennsylvania. Therefore, venue properly rests in this Court pursuant to 28 U.S.C. §§ 1391 (b) and (c).

**COUNT I**

**EXPRESS CONTRACT**

9. On or around March 1, 2015, Motis and SWN entered into a contract, under which Motis would provide its services, to include placement of mats and ramps for gas development, on behalf of SWN.

10. Under the contract, SWN agreed to pay for the services at established prices.

11. The parties entered into a contractual relationship that was evidenced in part by a writing, a true and correct copy of which is attached hereto as Exhibit A.

12. As the established contractual relationship between the parties developed, SWN would periodically order services and goods from Motis, and Motis would provide those services to SWN.

13. The work, to include the goods and services, provided by Motis to SWN was performed satisfactorily, timely, and in accordance with the terms of the contract.

14. Motis appropriately invoiced SWN for the work that it provided SWN.

15. Motis's invoices to SWN are attached hereto as Exhibit B.

16. SWN has not paid Motis's invoices, which remain due and owing.

17. Motis is also entitled to prejudgment interest at Pennsylvania's established rate.

18. SWN has refused a demand for payment, as represented by letter dated August 3, 2016, a true and correct copy of which is attached as Exhibit C.

WHEREFORE, Motis demands judgment against SWN in the amount representing \$1,758,845.00, together with prejudgment interest, interest, and cost according to law.

## **COUNT II**

### **QUANTUM MERUIT**

19. The averments of paragraphs 1 through 18 are incorporated by reference as if fully set forth.

20. Defendant had the exclusive use and enjoyment of goods and services provided by Motis.

21. Defendant benefited from the use and enjoyment of the goods and services provided by Motis.

22. Defendant has not compensated plaintiff for the benefit received by the use of the goods and services.

23. Defendant has been unjustly enriched in the amount of \$1,758,845.

WHEREFORE, Motis demands judgment against SWN in the amount representing \$1,758,845.00, together with prejudgment interest, interest, and cost according to law.

**COUNT III**

**UNJUST ENRICHMENT**

24. The averments of paragraphs 1 through 23 are incorporated by reference as if fully set forth.

25. The conduct of the defendant, as set forth above, was undertaken solely for its benefit, conduct of which was appreciated by the defendant and which was intentional and resulted in benefits to the defendant.

26. The retention of such benefits by the defendant is inequitable without payment of value to the plaintiff.

WHEREFORE, Motis demands judgment against SWN in the amount representing \$1,758,845.00, together with prejudgment interest, interest, and cost according to law.

McCORMICK LAW FIRM

By: /s/ J. David Smith

J. David Smith

PA 27813

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